

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
IN ADMIRALTY**

Carl Schröter GmbH & Co. KG,

Plaintiff,

vs.

Smooth Navigation S.A.,

Case No. 2:20-cv-334-RMG

**DECLARATION OF THEODOSIOS
KYRIAZIS**

Defendant.

Praxis Energy Agents LLC,

Intervening Plaintiff,

vs.

M/V EVOLUTION, IMO No. 9122899, her engines, freights, apparel, appurtenances, tackle, etc., *in rem*, Smooth Navigation S.A., and Beta Maritime Corporation, *in personam*,

Defendants.

Pursuant to 28 U.S.C. § 1746 I, Theodosios Kyriazis, hereby declare under penalty of perjury:

1. I am a representative of Intervenor Plaintiff Praxis Energy Agents LLC (“PRAXIS”) and authorized to act on the company’s behalf.

2. James D. Lucas Co., LLC (“JDL”) served as substitute custodian of the M/V EVOLUTION (hereinafter the “Vessel”), pursuant to an Order issued by District Judge Richard M. Gergel for the period of approximately January 31, 2020 to May 26, 2020.

3. On or about April 22, 2020, while the Vessel was under attachment and arrest, PRAXIS arranged for the delivery of bunker fuel to the Vessel on the request of the substitute custodian, JDL.

4. Praxis arranged for bunker fuel to be provided to the Vessel through a local supplier, Minerva Bunkering (USA) LLC (hereinafter "Minerva").

5. Minerva delivered 64.310 mt of low sulphur MGO 0.1 bunker fuel to the Vessel at the Charleston Commercial Anchorage. A true and correct copy of the Bunker Delivery Receipt signed for by the Vessel's Chief Engineer confirming the delivery is attached hereto as **Exhibit 1**.

6. The total charges for the bunker supply were \$59,719.81, which consisted of \$8,380.62 for the barging fee to deliver the fuel to the Vessel in Charleston Harbor and \$51,319.38 for the 64.310 metric tons of low sulphur marine gas oil. A true and correct copy of the Minerva Invoice is attached hereto as **Exhibit 2**

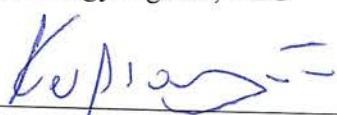
7. On or about May 21, 2020, PRAXIS arranged for and paid the Minerva invoice for the supply of bunkers to the M/V EVOLUTION by wire transfer. A true and correct copy of the payment is attached hereto as **Exhibit 3**.

8. PRAXIS supplied the bunker fuel to the Vessel at the direction and request of the substitute custodian, JDL, for the maintenance and preservation of the Vessel for the benefit of all parties and creditors. Accordingly, PRAXIS respectfully requests that the total amount of \$59,719.81 be approved as a *custodia legis* expense and paid as a priority claim from the funds currently held in the Court Registry.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: October __, 2020

Praxis Energy Agents, LLC



By: Theodosios Kyriazis

EXHIBIT 1



MINERVA BUNKERING (USA) LLC
52 Vanderbilt Avenue, Suite 1405
New York, NY 10017 USA

Bunker Delivery Receipt

Bunker Order No. ICTS_4719514

Vessel Name: M/V EVOLUTION	Barge Name: B30	Date of Delivery: 04/22/20
Vessel IMO Number: 9122899	Loading Point: Kinder Morgan Shipyard F	Delivery Point: Charleston Commercial Anchorage

PRODUCT ANALYSIS:		PRODUCT INFORMATION	QUANTITY		
Density @15C:	0.8437	Grade Supplied	Gross Barrels	Net Barrels	Metric Tons
Viscosity CST @50C:	2.2	MGO LS	481.42	479.93	64.310
Sulfur % m / m:	0.002				
Flash Point:	143				

Fuel Grades	Sample (1) - (Vessel)	Sample (2) - (Vessel)	Sample (3) (Minerva)	Sample (4) (Minerva)
MGO LS	345340	345339	345338	345337

DELIVERY INFORMATION		MONTH/DAY/YEAR	TIME	GAUGES WITNESSED BY SHIPS REPRESENTATIVE		
Barge Alongside		04/22/20	09:10	Before <input type="checkbox"/>	After <input type="checkbox"/>	Declined <input checked="" type="checkbox"/>
Hose Connected		04/22/20	09:55	SAMPLES GIVEN TO CUSTOMER		
Started Pumping		04/22/20	10:05	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Finished Pumping		04/22/20	10:40	Minerva Representative (Delivery Company)		
Hose Disconnected	04/22/2020		10:55	Date: 04/22/20	Time: 10:43	

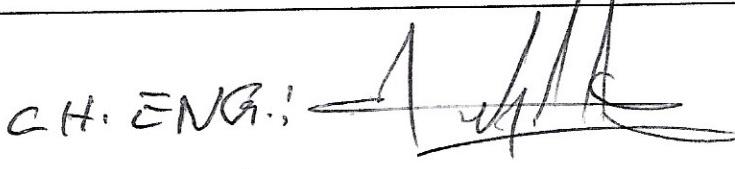
The marine fuel described herein is delivered in accordance with the applicable terms and conditions of sale (a copy of which Buyer acknowledges he has received prior to delivery) and on credit of the Owner and/or Operators and/or Charterers of the vessel. Any disclaimer as to the creation of a maritime lien or restrictions as to the authority of the ship's officer signing the Receipt to bind the vessel and her Owner shall be null and void unless expressly agreed by the Seller prior to the delivery commencing.

Buyer is advised that Safety Data Sheets for the material(s) supplied can be provided upon request, and are available online at <http://www.mercuria.com/our-values/health-safety-and-environment>

DECLARATION: The marine fuel delivered hereunder complies with Regulations 14 and 18 of Annex VI of MARPOL.
The Sulphur content of the grade supplied does not exceed

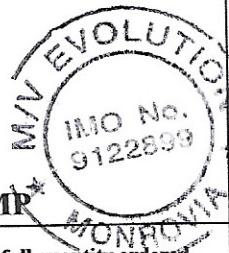
- The Limit value given by regulation 14.1 of MARPOL Annex VI;
- The Limit value given by regulation 14.4 of MARPOL Annex VI; or
- The purchaser's specified limit value of _____ (% m/m)

Signed  Print RICHARD GASKILL


MASTER/CHIEF ENGINEER

DATE: 04-22-20

SHIP
STAMP



The vessel is responsible for all hose connecting and disconnecting. Barge will lift hose to vessel's rail only. If vessel is unable to take delivery of the full quantity ordered, all expenses in connection with returning the oil to the installation shall be for buyer's account. The vessel's management is invited to appoint a representative to check and witness the opening and closing meter readings or tank dips. Supplier's measurements are final and binding. The vessel's staff in charge of bunkering operations must NOT close valves on board without first giving ample warning to the attendant of the delivering facility. Any instructions from the vessel's staff, such as "ease down" or "stop" will be carried out immediately to avoid excessive pressure on the pipeline, which may cause hose to burst. Prior to bunkering operations, every precaution must be taken to avoid contamination by oil spillage, such as the placing drip pans, the closing of scrappers, etc. Any oil spillage will automatically be the sole responsibility of the receiving vessel if this warning is ignored. Any indication of contamination MUST be immediately reported to the relevant authorities by the staff of the delivering facility.

EXHIBIT 2



COMMERCIAL INVOICE					
INVOICE NO: 5595-2253		INVOICE DATE: 2-SEP-2020			
SELLER: MINERVA BUNKERING (USA) LLC 52 VANDERBILT AVENUE, SUITE 1405 NEW YORK, NY, 10017, UNITED STATES		BUYER: PRAXIS ENERGY AGENTS LLC 1725 HUGHES LANDING BLVD, SUITE 890 THE WOODLANDS, TX, 77380, UNITED STATES			
MODE OF TRANSPORT: VESSEL		LOAD: CHARLESTON	DELIVERED: CHARLESTON		CONTRACT REFERENCE: 4719514
DELIVERY: EXWHARF					
DESCRIPTION	TRANSFER DATE	TRANSPORT NAME	QUANTITY	UNIT PRICE	TOTAL AMOUNT
BARGING FEE	22-Apr-2020	EVOLUTION			USD 8,380.62
MGO 0.1	22-Apr-2020	EVOLUTION	64.310 MT	798 USD/MT	USD 51,319.38
TAX			RATE	AMOUNT	
FEDERAL LUST TAX			30.80%	USD 19.81	
TOTAL AMOUNT EXCL. TAX USD 59,700.00 TOTAL TAX AMOUNT USD 19.81 TOTAL AMOUNT DUE TO MINERVA BUNKERING (USA) LLC USD 59,719.81 TOTAL AMOUNT RECEIVED USD 59,719.81					
ON 22-May-2020					
<p>ACCOUNT NAME : MINERVA BUNKERING (USA) LLC PAY TO : BANK OF AMERICA, N.A. ACCOUNT NUMBER : XXXXXXXXXX ABA : SWIFT CODE : BOFAUS3NXXX</p>					
PLEASE QUOTE OUR REFERENCE IN YOUR PAYMENT INSTRUCTIONS: 5595-2253					

CHASE for BUSINESS EXHIBIT 3
Printed from Chase for Business

Pay to MINERVA BUNKERING USA LLC (...9232)

Pay from Praxis Main Acc [REDACTED]

Amount \$59,719.81

Send on May 21, 2020

Deliver by May 22, 2020

Payment arrives in 1 business day

Addenda MV EVOLUTION - ICTS_4719514

Status

Submitted by Administrator, May 21, 2020 3:11:32 PM

Last updated by Not Available, May 22, 2020 7:43:21 AM

Chase transaction number 5250667618